

# BID SOLICITATION

Page 1 of 3  
Printed: 6/8/2007



City of Chattanooga  
100 East 11th Street, Room 200  
Chattanooga TN 37402

## BID OPENING DATE AND TIME:

06/20/2007 2:00 PM

BID NUMBER: B0004277

### SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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TN

BUYER: Prichard, Artie

PHONE #: (423) 757 - 5184 ext.

DELIVERY REQUIRED: 06/20/2007 2:00 PM

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City of Chattanooga  
100 East 11th Street, Room 200  
Chattanooga TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>Requisition No. R0099367 Ordering Dept: Information Services Buyer: Artie Prichard Phone: (423) 757-5184 *****</p> <p>This shall be a Twelve (12) Month Contract for a Professional Personnel Service. The contract term may be renewed for additional twelve (12) month terms under the same terms and conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by providing written confirmation of agreement by both parties at least thirty (30) days prior to the contract's current expiration date into any successive terms as provided herein.</p> <p>*****</p> <p>ATTACHMENTS: -Affirmative Action Plan (2 pages) -Insurance Requirements (2 pages)</p>				

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS.

ALL BIDS MUST BE SIGNED - The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.

COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

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	<p>***** *** BIDS MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST on June 20, 2007 *** *****</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>***** NOTE *****</p> <p>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Employer's ID No. _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business ____ Small Business ____ Veteran ____</p> <p>Minority Woman Owned Business ____ Disabled Veteran ____</p> <p>Women-Owned Business ____</p>				

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M A I L T O	City of Chattanooga 100 East 11th Street, Room 200 Chattanooga TN 37402
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BUYER: Prichard, Artie

PHONE #: (423) 757 - 5184 ext.

DELIVERY REQUIRED: 06/20/2007 2:00 PM

Item	Class-Item	Quantity	Unit	Unit Price	Total
1.0	Programmer: Programmer must be proficient in VB, COBOL, Crystal Reports and able to work independently. Ideal person in any of the above positions will learn quickly and work independently toward goals with oversight & direction of City IS Personnel.	1.00	HR		
2.0	Network Technician: Technician must have experience working with various network platforms, and capable of performing network configuration in a complex environment. Must be competent in TCP/IP protocol with working knowledge of encryption mechanisms, VOIP, WAN, VPN, MAN, LAN, VLAN, & WLAN. He/She must be capable of configuring switches, routers, wireless access points, and firewalls following a best practices approach. Consultant should have some nationally recognized certifications (CCNA or above) supporting his experience in the network field. Ideal person in any of the above positions will learn quickly and work independently toward goals with oversight & direction of City IS Personnel.	1.00	HR		
3.0	System and Database Administration: Consultant must be able to install, configure, administer, and troubleshoot Microsoft Windows Server 2000 and 2003, Active Directory, Exchange 2003, Microsoft SQL Server 2000 and 2005, and Oracle 10g database. Consultant should have some nationally recognized certifications (MCSE, MCDDBA) supporting his experience in the system and database administration field. Ideal person in any of the above positions will learn quickly and work independently toward goals with oversight & direction of City IS Personnel.	1.00	HR		
				<b>TOTAL:</b>	

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TERMS OF PAYMENT: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

## **Requirements for Insurance Coverage**

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

**Workmen's Compensation Insurance** that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by the statute.

**General Public Liability and Property Damage Insurance** that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the Public or damage to property of others arising

out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery, and plantings
2. Public utility facilities
3. United States Government monuments

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person
	\$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence
	\$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

**Comprehensive Motor Vehicle Liability and Property Damage Insurance** that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person
	\$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

The Contractor (not the Owner) shall purchase and maintain until Substantial Completion Builder's Risk Insurance (not All Risk Insurance) in the amount of the initial Contract Sum plus any amounts added by Change Order. The insurance shall list and include as named insured the City of Chattanooga, the Contractor, and all Subcontractors A.T.I.M.A. The deductible amount shall be \$1,000.00 for each occurrence, which shall be paid by the Contractor. The Builder's Risk Insurance shall also provide coverage for portions of the work in transit and for temporary storage of portions of the work to the value approved by the City in the Certificate for Payment.

## **Affirmative Action Plan**

for

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(Name of Contractor)

The above named Contractor is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. It is the goal of the Contractor to have a workforce with a minimum of 8.6 percent minority and 6.9 percent female employees.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project.
6. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
  - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
  - b. Maintain systematic contracts with minority groups and human relations organizations.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
  - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
7. During the term of this contract, the Contractor, upon request of the City of Chattanooga Office of Economic and Community Development, will make available for inspection by the City of Chattanooga Office of Economic and Community Development, copies of payroll records, personnel records, documents and other records that may be used to verify Contractor compliance with these equal opportunity provisions.
8. The Contractor agrees to notify the City of Chattanooga Office of Economic and Community Development of any failure or refusal on the part of the contractor or any subcontractors to comply with the equal opportunity provisions set forth. Any failure of refusal to comply with the aforementioned provisions by the Contractor and/or Subcontractors shall be a breach of this contract.

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(Signature of Contractor)

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(Title and Name of Construction Company)

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(Date)